

securities to
the general public;

(b) File with the SEC, in a timely manner, all reports
and other
documents required of the Company under the Exchange Act; and

(c) So long as a Holder owns any Registrable Securities,
furnish
to such Holder forthwith upon request: a written statement by the
Company as to
its compliance with the reporting requirements of said Rule 144 of the
Securities Act, and of the Exchange Act (at any time after it has become
subject
to such reporting requirements); a copy of the most recent annual or
quarterly
report of the Company; and such other reports and documents as a Holder
may
reasonably request in availing itself of any rule or regulation of the
SEC
allowing it to sell any such securities without registration.

SECTION 3. MISCELLANEOUS

3.1 GOVERNING LAW. This Agreement shall be governed by and
construed
under the laws of the State of California as applied to agreements among
California residents entered into and to be performed entirely within
California.

3.2 SURVIVAL. The representations, warranties, covenants, and
agreements
made herein shall survive any investigation made by any Holder and the
closing
of the transactions contemplated hereby. All statements as to factual
matters
contained in any certificate or other instrument delivered by or on
behalf of
the Company pursuant hereto in connection with the transactions
contemplated
hereby shall be deemed to be representations and warranties by the
Company
hereunder solely as of the date of such certificate or instrument.

3.3 SUCCESSORS AND ASSIGNS. Except as otherwise expressly
provided
herein, the provisions hereof shall inure to the benefit of, and be
binding
upon, the successors, assigns, heirs, executors, and administrators of
the
parties hereto and shall inure to the benefit of and be enforceable by
each
person who shall be a holder of Registrable Securities from time to
time;
provided, however, that prior to the receipt by the Company of adequate
written
notice of the transfer of any Registrable Securities specifying the full

name
and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends or any redemption price.

3.4 ENTIRE AGREEMENT. This Agreement, the Exhibits and Schedules hereto, the Purchase Agreement and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

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3.5 SEVERABILITY. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

3.6 AMENDMENT AND WAIVER.

(a) Except as otherwise expressly provided, this Agreement may be amended or modified only upon the written consent of the Company and the holders of at least two-thirds (2/3) of the Registrable Securities.

(b) Except as otherwise expressly provided, the obligations of the Company and the rights of the Holders under this Agreement may be waived only with the written consent of the holders of at least two-thirds (2/3) of the Registrable Securities.

3.7 DELAYS OR OMISSIONS. It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any Holder, upon any breach, default or noncompliance of the Company under this Agreement shall

impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any Holder's part of any breach, default or noncompliance under the Agreement or any waiver on such Holder's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to Holders, shall be cumulative and not alternative.

3.8 NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address as set forth on the signature pages hereof or Exhibit A hereto or at such other address as such party may designate by ten (10) days advance written notice to the other parties hereto.

3.9 ATTORNEYS' FEES. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

3.10 TITLES AND SUBTITLES. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be

considered in construing this Agreement.

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3.11 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT as of the date set forth in the first paragraph hereof.

COMPANY:

INVESTORS:

METRICOM, INC.

VULCAN VENTURES INCORPORATED

By: /s/ TIMOTHY A. DREISBACH

By:

MCI WORLDCOM, INC.

By:

SIGNATURE PAGE
REGISTRATION RIGHTS AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have executed this
AMENDED AND
RESTATEMENT OF REGISTRATION RIGHTS AGREEMENT as of the date set forth in the
first
paragraph hereof.

COMPANY:

METRICOM, INC.

INVESTORS:

VULCAN VENTURES INCORPORATED

By: _____

By: /s/ WILLIAM D. SAVOY

MCI WORLDWIDE, INC.

By:

SIGNATURE PAGE
REGISTRATION RIGHTS AGREEMENT

<PAGE> 19

IN WITNESS WHEREOF, the parties hereto have executed this
AMENDED AND
RESTATEMENT OF REGISTRATION RIGHTS AGREEMENT as of the date set forth in the
first
paragraph hereof.

COMPANY:

METRICOM, INC.

INVESTORS:

VULCAN VENTURES INCORPORATED

By: _____

By:

MCI WORLDCOM, INC.

By: /s/ JOHN STUPKA

SIGNATURE PAGE
REGISTRATION RIGHTS AGREEMENT

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EXHIBIT 10.17

METRICOM, INC.

1997 EQUITY INCENTIVE PLAN

ADOPTED MARCH 14, 1997
APPROVED BY STOCKHOLDERS MAY 1, 1997
AMENDED BY THE BOARD OF DIRECTORS ON APRIL 29, 1998
APPROVED BY STOCKHOLDERS ON JUNE 26, 1998
AMENDED BY THE BOARD OF DIRECTORS ON AUGUST 16, 1999
APPROVED BY STOCKHOLDERS ON OCTOBER 15, 1999

1. PURPOSES.

(a) The purpose of the Plan is to provide a means by which selected Employees and Directors of and Consultants to the Company and its

Affiliates may be given an opportunity to benefit from increases in value of the common stock of the Company ("Common Stock") through the granting of (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) stock bonuses and (iv) rights to purchase restricted stock, all as defined below.

(b) The Company, by means of the Plan, seeks to retain the services of persons who are now Employees, Directors or Consultants, to secure and retain the services of new Employees, Directors and Consultants, and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Affiliates.

(c) The Company intends that the Stock Awards issued under the Plan shall, in the discretion of the Board or any Committee to which responsibility for administration of the Plan has been delegated pursuant to subsection 3(c), be either (i) Options granted pursuant to Section 6 hereof, including Incentive Stock Options and Nonstatutory Stock Options, or (ii) stock bonuses or rights to purchase restricted stock granted pursuant to Section 7 hereof. All Options shall be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and a separate certificate or certificates will be issued for shares purchased on exercise of each type of Option.

2. DEFINITIONS.

(a) "AFFILIATE" means any parent corporation or subsidiary corporation, whether now or hereafter existing, as those terms are defined in Sections 424(e) and (f) respectively, of the Code.

(b) "BOARD" means the Board of Directors of the Company.

(c) "CODE" means the Internal Revenue Code of 1986, as amended.

(d) "COMMITTEE" means a Committee appointed by the Board in accordance with subsection 3(c) of the Plan.

(e) "COMPANY" means Metricom, Inc., a Delaware corporation.

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(f) "CONSULTANT" means any person, including an advisor, engaged by the Company or an Affiliate to render consulting services and who is compensated for such services, provided that the term "Consultant" shall not include Directors who are paid only a director's fee by the Company or who are not compensated by the Company for their services as Directors.

(g) "CONTINUOUS STATUS AS AN EMPLOYEE, DIRECTOR OR CONSULTANT" means the employment or relationship as a Director or Consultant is not interrupted or terminated. The Board, in its sole discretion, may determine whether Continuous Status as an Employee, Director or Consultant shall be considered interrupted in the case of: (i) any leave of absence approved by the Board, including sick leave, military leave, or any other personal leave; or (ii) transfers between locations of the Company or between the Company, Affiliates or their successors.

(h) "DIRECTOR" means a member of the Board.

(i) "DISABILITY" means the permanent and total disability of a person within the meaning of Section 22(e)(3) of the Code.

(j) "EMPLOYEE" means any person, including Officers and Directors, employed by the Company or any Affiliate of the Company. Neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute "employment" by the Company.

(k) "EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

(l) "FAIR MARKET VALUE" means, as of any date, the value of the Common Stock of the Company determined as follows:

(i) If the Common Stock is listed on any established stock exchange, or traded on the Nasdaq National Market or The Nasdaq SmallCap Market, the Fair Market Value of a share of Common Stock shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or market (or the exchange or market with the greatest

volume
of trading in Common Stock) on the last market trading day prior to
determination, as reported in the Wall Street Journal or such other
source as
the Board deems reliable;

(ii) In the absence of such markets for the Common Stock,
the
Fair Market Value shall be determined in good faith by the Board.

(m) "INCENTIVE STOCK OPTION" means an Option intended to qualify
as an
incentive stock option within the meaning of Section 422 of the Code and
the
regulations promulgated thereunder.

(n) "NON-EMPLOYEE DIRECTOR" means a Director who either (i) is
not a
current Employee or Officer of the Company or its parent or subsidiary,
does not
receive compensation (directly or indirectly) from the Company or its
parent or
subsidiary for services rendered as a consultant or in any capacity
other than
as a Director (except for an amount as to which disclosure would not be
required
under Item 404(a) of Regulation S-K promulgated pursuant to the
Securities Act
of 1933 ("Regulation S-K"), does not possess an interest in any other
transaction as to which disclosure would be required under Item 404(a)
of
Regulation S-K, and is

2.

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not engaged in a business relationship as to which disclosure would be
required
under Item 404(b) of Regulation S-K; or (ii) is otherwise considered a
"non-employee director" for purposes of Rule 16b-3.

(o) "NONSTATUTORY STOCK OPTION" means an Option not intended to
qualify
as an Incentive Stock Option.

(p) "OFFICER" means a person who is an officer of the Company
within the
meaning of Section 16 of the Exchange Act and the rules and regulations
promulgated thereunder.

(q) "OPTION" means a stock option granted pursuant to the Plan.

(r) "OPTION AGREEMENT" means a written agreement between the
Company and
an Optionee evidencing the terms and conditions of an individual Option

grant.

Each Option Agreement shall be subject to the terms and conditions of the Plan.

(s) "OPTIONEE" means a person to whom an Option is granted pursuant to the Plan.

(t) "OUTSIDE DIRECTOR" means a Director who either (i) is not a current employee of the Company or an "affiliated corporation" (within the meaning of Treasury regulations promulgated under Section 162(m) of the Code), is not a former employee of the Company or an "affiliated corporation" receiving compensation for prior services (other than benefits under a tax qualified pension plan), was not an officer of the Company or an "affiliated corporation" at any time, and is not currently receiving direct or indirect remuneration from the Company or an "affiliated corporation" for services in any capacity other than as a Director, or (ii) is otherwise considered an "outside director" for purposes of Section 162(m) of the Code.

(u) "PLAN" means this 1997 Equity Incentive Plan.

(v) "RULE 16b-3" means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(w) "SECURITIES ACT" means the Securities Act of 1933, as amended.

(x) "STOCK AWARD" means any right granted under the Plan, including any Option, any stock bonus, and any right to purchase restricted stock.

(y) "STOCK AWARD AGREEMENT" means a written agreement between the Company and a holder of a Stock Award evidencing the terms and conditions of an individual Stock Award grant. Each Stock Award Agreement shall be subject to the terms and conditions of the Plan.

3. ADMINISTRATION.

(a) The Plan shall be administered by the Board unless and until the Board delegates administration to a Committee, as provided in subsection 3(c).

(b) The Board shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

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(i) To determine from time to time which of the persons eligible under the Plan shall be granted Stock Awards; when and how each Stock Award shall be granted; whether a Stock Award will be an Incentive Stock Option, a Nonstatutory Stock Option, a stock bonus, a right to purchase restricted stock, or a combination of the foregoing; the provisions of each Stock Award granted (which need not be identical), including the time or times when a person shall be permitted to receive stock pursuant to a Stock Award; and the number of shares with respect to which a Stock Award shall be granted to each such person.

(ii) To construe and interpret the Plan and Stock Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Stock Award Agreement, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(iii) To amend the Plan or a Stock Award as provided in Section 12.

(iv) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company which are not in conflict with the provisions of the Plan.

(c) The Board may delegate administration of the Plan to a committee or committees ("Committee") of one (1) or more members of the Board. In the discretion of the Board, a Committee may consist solely of two (2) or more Outside Directors, in accordance with Code Section 162(m), or solely of two (2) or more Non-Employee Directors, in accordance with Rule 16b-3. If administration is delegated to a Committee, the Committee shall have, in connection with the

administration of the Plan, the powers theretofore possessed by the Board, including the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board shall thereafter be to the Committee or such a subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may abolish the Committee at any time and reconstitute in the Board the administration of the Plan.

4. SHARES SUBJECT TO THE PLAN.

(a) Subject to the provisions of Section 11 relating to adjustments upon changes in stock, the stock that may be issued pursuant to Stock Awards shall not exceed in the aggregate two million two hundred seventy-five thousand (2,275,000) shares of Common Stock. If any Stock Award shall for any reason expire or otherwise terminate, in whole or in part, without having been exercised in full (or vested in the case of Restricted Stock), the stock not acquired under such Stock Award shall revert to and again become available for issuance under the Plan.

(b) The stock subject to the Plan may be unissued shares or reacquired shares, bought on the market or otherwise.

5. ELIGIBILITY.

(a) Incentive Stock Options may be granted only to Employees. Stock Awards other than Incentive Stock Options may be granted only to Employees, Directors or Consultants.

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(b) No person shall be eligible for the grant of an Incentive Stock Option if, at the time of grant, such person owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any

of its Affiliates unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value of such stock at the date of grant and the Option is not exercisable after the expiration of five (5) years from the date of grant.

(c) Subject to the provisions of Section 11 relating to adjustments upon changes in stock, no person shall be eligible to be granted Stock Awards covering more than four hundred thousand (400,000) shares of Common Stock in any calendar year.

(d) A Consultant shall not be eligible for the grant of a Stock Award if, at the time of grant, a Form S-8 Registration Statement under the Securities Act ("Form S-8") is not available to register either the offer or the sale of the Company's securities to such Consultant because of the nature of the services that the Consultant is providing to the Company, or because the Consultant is not a natural person, or as otherwise provided by the rules governing the use of Form S-8, unless the Company determines both (i) that such grant (A) shall be registered in another manner under the Securities Act (e.g., on a Form S-3 Registration Statement) or (B) does not require registration under the Securities Act in order to comply with the requirements of the Securities Act, if applicable, and (ii) that such grant complies with the securities laws of all other relevant jurisdictions.

6. OPTION PROVISIONS.

Each Option shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The provisions of separate Options need not be identical, but each Option shall include (through incorporation of provisions hereof by reference in the Option or otherwise) the substance of each of the following provisions:

(a) TERM. No Option shall be exercisable after the expiration of ten (10) years from the date it was granted.

(b) PRICE. The exercise price of each Incentive Stock Option shall be not less than one hundred percent (100%) of the Fair Market Value of the stock subject to the Option on the date the Option is granted, and the

exercise price
of each Nonstatutory Stock Option shall be not less than eighty-five percent (85%) of the Fair Market Value of the stock subject to the Option on the date the Option is granted. Notwithstanding the foregoing, an Option may be granted with an exercise price lower than that set forth in the preceding sentence if such Option is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 424(a) of the Code.

(c) CONSIDERATION. The purchase price of stock acquired pursuant to an Option shall be paid, to the extent permitted by applicable statutes and regulations, either (i) in cash at the time the Option is exercised, or (ii) at the discretion of the Board or Committee, at the time of the grant of the Option, (A) by delivery to the Company of other Common Stock of the Company, (B) according to a deferred payment or other arrangement (which may include, without limiting the generality of the foregoing, the use of other Common Stock of the Company) with the person

5.

<PAGE> 6

to whom the Option is granted or to whom the Option is transferred pursuant to subsection 6(d), or (C) in any other form of legal consideration that may be acceptable to the Board; provided, however, that at any time that the Company is incorporated in Delaware, payment of the Common Stock's "par value," as defined in the Delaware General Corporation Law, shall not be made by deferred payment. In the case of any deferred payment arrangement, interest shall be payable at least annually and shall be charged at the minimum rate of interest necessary to avoid the treatment as interest, under any applicable provisions of the Code, of any amounts other than amounts stated to be interest under the deferred payment arrangement.

(d) TRANSFERABILITY. An Incentive Stock Option shall not be transferable except by will or by the laws of descent and distribution, and shall be

exercisable during the lifetime of the person to whom the Incentive Stock Option is granted only by such person. A Nonstatutory Stock Option may be transferred to the extent provided in the Option Agreement; provided that if the Option Agreement does not expressly permit the transfer of a Nonstatutory Stock Option, the Nonstatutory Stock Option shall not be transferable except by will, by the laws of descent and distribution or pursuant to a domestic relations order satisfying the requirements of Rule 16b-3, and shall be exercisable during the lifetime of the person to whom the Option is granted only by such person or any transferee pursuant to a domestic relations order. Notwithstanding the foregoing, the person to whom the Option is granted may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Optionee, shall thereafter be entitled to exercise the Option.

(e) VESTING. The total number of shares of stock subject to an Option may, but need not, be allotted in periodic installments (which may, but need not, be equal). The Option Agreement may provide that from time to time during each of such installment periods, the Option may become exercisable ("vest") with respect to some or all of the shares allotted to that period, and may be exercised with respect to some or all of the shares allotted to such period and/or any prior period as to which the Option became vested but was not fully exercised. The Option may be subject to such other terms and conditions on the time or times when it may be exercised (which may be based on performance or other criteria) as the Board may deem appropriate. The provisions of this subsection 6(e) are subject to any Option provisions governing the minimum number of shares as to which an Option may be exercised.

(f) TERMINATION OF EMPLOYMENT OR RELATIONSHIP AS A DIRECTOR OR CONSULTANT. In the event an Optionee's Continuous Status as an Employee, Director or Consultant terminates (other than upon the Optionee's death or Disability), the Optionee may exercise his or her Option within such period of time designated by the Board, which shall in no event be later than the expiration of the term of the Option as set forth in the Option

Agreement (the "Post-Termination Exercise Period") and only to the extent that the Optionee was entitled to exercise the Option on the date Optionee's Continuous Status as an Employee, Director or Consultant terminates. In the case of an Incentive Stock Option, the Board shall determine the Post-Termination Exercise Period at the time the Option is granted, and the term of such Post-Termination Exercise Period shall in no event exceed three (3) months from the date of termination, and may, in the event Optionee's Continuous Status as an Employee, Director or Consultant terminates for Cause (as defined in subsection 11(b)), terminate of the date of such Optionee's termination. In addition, the Board may at any time, with the consent of the Optionee, extend the Post-Termination Exercise Period and provide for continued vesting; provided however, that any extension of such

6.

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period by the Board in excess of three (3) months from the date of termination shall cause an Incentive Stock Option so extended to become a Nonstatutory Stock Option, effective as of the date of Board action. If, at the date of termination, the Optionee is not entitled to exercise his or her entire Option, the shares covered by the unexercisable portion of the Option shall revert to the Plan. If, after termination, the Optionee does not exercise his or her Option within the time specified in the Option Agreement or as otherwise determined above, the Option shall terminate, and the shares covered by such Option shall revert to the Plan. Notwithstanding the foregoing, the Board shall have the power to permit an Option to continue to vest during the Post-Termination Exercise Period.

An Optionee's Option Agreement may also provide that if the exercise of the Option following the termination of the Optionee's Continuous Status as an Employee, Director, or Consultant (other than upon the Optionee's death or Disability) would result in liability under Section 16(b) of the Exchange Act, then the Option shall terminate on the earlier of (i) the expiration of

the term
of the Option set forth in the Option Agreement, or (ii) the tenth
(10th) day
after the last date on which such exercise would result in such
liability under
Section 16(b) of the Exchange Act. Finally, an Optionee's Option
Agreement may
also provide that if the exercise of the Option following the
termination of the
Optionee's Continuous Status as an Employee, Director or Consultant
(other than
upon the Optionee's death or Disability) would be prohibited at any time
solely
because the issuance of shares would violate the registration
requirements under
the Securities Act, then the Option shall terminate on the earlier of
(i) the
expiration of the term of the Option set forth in the first paragraph of
this
subsection 6(f), or (ii) the expiration of a period of three (3) months
after
the termination of the Optionee's Continuous Status as an Employee,
Director or
Consultant during which the exercise of the Option would not be in
violation of
such registration requirements.

(g) DISABILITY OF OPTIONEE. In the event an Optionee's
Continuous Status
as an Employee, Director or Consultant terminates as a result of the
Optionee's
Disability, the Optionee may exercise his or her Option (to the extent
that the
Optionee was entitled to exercise it at the date of termination), but
only
within such period of time ending on the earlier of (i) the date twelve
(12)
months following such termination (or such longer or shorter period
specified in
the Option Agreement), or (ii) the expiration of the term of the Option
as set
forth in the Option Agreement. If, at the date of termination, the
Optionee is
not entitled to exercise his or her entire Option, the shares covered by
the
unexercisable portion of the Option shall revert to and again become
available
for issuance under the Plan. If, after termination, the Optionee does
not
exercise his or her Option within the time specified herein, the Option
shall
terminate, and the shares covered by such Option shall revert to and
again
become available for issuance under the Plan.

(h) DEATH OF OPTIONEE. In the event of the death of an Optionee
during,

or within a three (3)-month period after the termination of, the Optionee's Continuous Status as an Employee, Director or Consultant, the Option may be exercised to the extent vested by the Optionee's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the option upon the Optionee's death pursuant to subsection 6(d), but only within the period ending on the earlier of (i) the date eighteen (18) months following the date of death (or such longer or shorter period specified in the Option Agreement), or (ii) the expiration of the term of such Option as set forth in the Option

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Agreement. If, at the time of death, the Optionee was not entitled to exercise his or her entire Option, the shares covered by the unexercisable portion of the Option shall revert to and again become available for issuance under the Plan. If, after death, the Option is not exercised within the time specified herein, the Option shall terminate, and the shares covered by such Option shall revert to and again become available for issuance under the Plan.

(i) EARLY EXERCISE. The Option may, but need not, include a provision whereby the Optionee may elect at any time while an Employee, Director or Consultant to exercise the Option as to any part or all of the shares subject to the Option prior to the full vesting of the Option. Any unvested shares so purchased may be subject to a repurchase right in favor of the Company or to any other restriction the Board determines to be appropriate.

(j) RE-LOAD OPTIONS. Without in any way limiting the authority of the Board or Committee to make or not to make grants of Options hereunder, the Board or Committee shall have the authority (but not an obligation) to include as part of any Option Agreement a provision entitling the Optionee to a further Option (a "Re-Load Option") in the event the Optionee exercises the Option evidenced by the Option Agreement, in whole or in part, by surrendering other shares

of
Common Stock in accordance with this Plan and the terms and conditions
of the
Option Agreement. Any such Re-Load Option (i) shall be for a number of
shares
equal to the number of shares surrendered as part or all of the exercise
price
of such Option; (ii) shall have an expiration date which is the same as
the
expiration date of the Option the exercise of which gave rise to such
Re-Load
Option; and (iii) shall have an exercise price which is equal to one
hundred
percent (100%) of the Fair Market Value of the Common Stock subject to
the
Re-Load Option on the date of exercise of the original Option.
Notwithstanding
the foregoing, a Re-Load Option which is an Incentive Stock Option and
which is
granted to a 10% stockholder (as described in subsection 5(b)), shall
have an
exercise price which is equal to one hundred ten percent (110%) of the
Fair
Market Value of the stock subject to the Re-Load Option on the date of
exercise
of the original Option and shall have a term which is no longer than
five (5)
years.

Any such Re-Load Option may be an Incentive Stock Option or a
Nonstatutory Stock Option, as the Board or Committee may designate at
the time
of the grant of the original Option; provided, however, that the
designation of
any Re-Load Option as an Incentive Stock Option shall be subject to the
one
hundred thousand dollars (\$100,000) annual limitation on exercisability
of
Incentive Stock Options described in subsection 10(d) of the Plan and in
Section
422(d) of the Code. There shall be no Re-Load Options on a Re-Load
Option. Any
such Re-Load Option shall be subject to the availability of sufficient
shares
under subsection 4(a) and shall be subject to such other terms and
conditions as
the Board or Committee may determine which are not inconsistent with the
express
provisions of the Plan regarding the terms of Options.

7. TERMS OF STOCK BONUSES AND PURCHASES OF RESTRICTED STOCK.

Each stock bonus or restricted stock purchase agreement shall be
in such
form and shall contain such terms and conditions as the Board or
Committee shall
deem appropriate. The terms and conditions of stock bonus or restricted

stock
purchase agreements need not be identical, but each stock bonus or
restricted
stock purchase agreement shall include (through incorporation of
provisions
hereof by reference in the agreement or otherwise) the substance of each
of the
following provisions as appropriate:

8.

<PAGE> 9

(a) PURCHASE PRICE. The purchase price under each restricted
stock
purchase agreement shall be such amount as the Board or Committee shall
determine and designate in such agreement but in no event shall the
purchase
price be less than eighty-five percent (85%) of the stock's Fair Market
Value on
the date such award is made. Notwithstanding the foregoing, the Board or
Committee may determine that eligible participants in the Plan may be
awarded
stock pursuant to a stock bonus agreement in consideration for past
services
actually rendered to the Company for its benefit.

(b) TRANSFERABILITY. No rights under a stock bonus or restricted
stock
purchase agreement shall be transferable except by will or the laws of
descent
and distribution or, if the agreement so provides, pursuant to a
domestic
relations order satisfying the requirements of Rule 16b-3, so long as
stock
awarded under such agreement remains subject to the terms of the
agreement.

(c) CONSIDERATION. The purchase price of stock acquired pursuant
to a
stock purchase agreement shall be paid either: (i) in cash at the time
of
purchase; (ii) at the discretion of the Board or Committee, according to
a
deferred payment or other arrangement with the person to whom the stock
is sold;
or (iii) in any other form of legal consideration that may be acceptable
to the
Board or Committee in its discretion; provided, however, that at any
time that
the Company is incorporated in Delaware payment of the Common Stock's
"par
value," as defined in the Delaware General Corporation Law, shall not be
made by
deferred payment. Notwithstanding the foregoing, the Board or Committee
to which

administration of the Plan has been delegated may award stock pursuant to a stock bonus agreement in consideration for past services actually rendered to the Company or for its benefit.

(d) VESTING. Shares of stock sold or awarded under the Plan may, but need not, be subject to a repurchase option in favor of the Company in accordance with a vesting schedule to be determined by the Board or Committee.

(e) TERMINATION OF CONTINUOUS STATUS AS AN EMPLOYEE, DIRECTOR OR CONSULTANT. In the event a Participant's Continuous Status as an Employee, Director or Consultant terminates, the Company may repurchase or otherwise reacquire any or all of the shares of stock held by that person which have not vested as of the date of termination under the terms of the stock bonus or restricted stock purchase agreement between the Company and such person.

8. COVENANTS OF THE COMPANY.

(a) During the terms of the Stock Awards, the Company shall keep available at all times the number of shares of stock required to satisfy such Stock Awards.

(b) The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to issue and sell shares under Stock Awards; provided, however, that this undertaking shall not require the Company to register under the Securities Act of 1933, as amended (the "Securities Act") either the Plan, any Stock Award or any stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance

9.

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and sale of stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell stock upon exercise of such Stock Awards unless and until such authority is obtained.

9. USE OF PROCEEDS FROM STOCK.

Proceeds from the sale of stock pursuant to Stock Awards shall constitute general funds of the Company.

10. MISCELLANEOUS.

(a) The Board shall have the power to accelerate the time at which a Stock Award may first be exercised or the time during which a Stock Award or any part thereof will vest, notwithstanding the provisions in the Stock Award stating the time at which it may first be exercised or the time during which it will vest.

(b) Neither an Employee, Director nor a Consultant nor any person to whom a Stock Award is transferred in accordance with the Plan shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares subject to such Stock Award unless and until such person has satisfied all requirements for exercise of the Stock Award pursuant to its terms.

(c) Nothing in the Plan or any instrument executed or Stock Award granted pursuant thereto shall confer upon any Employee, Consultant or other holder of Stock Awards any right to continue in the employ of the Company or any Affiliate, or to continue serving as a Consultant and Director, or shall affect the right of the Company or any Affiliate to terminate the employment of any Employee with or without notice and with or without cause, or the right to terminate the relationship of any Consultant pursuant to the terms of such Consultant's agreement with the Company or Affiliate or service as a Director pursuant to the Company's Bylaws.

(d) To the extent that the aggregate Fair Market Value (determined at the time of grant) of stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionee during any calendar year under all plans of the Company and its Affiliates exceeds one hundred thousand dollars (\$100,000), the Options or portions thereof which exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options.

(e) The Company may require any person to whom a Stock Award is granted, or any person to whom a Stock Award is transferred in accordance with the Plan, as a condition of exercising or acquiring stock under any Stock Award, (1) to give written assurances satisfactory to the Company as to such person's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters, and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Stock Award; and (2) to give written assurances satisfactory to the Company stating that such person is acquiring the stock subject to the Stock Award for such person's own account and not with any present intention of selling or otherwise distributing the stock. The foregoing

10.

<PAGE> 11

requirements, and any assurances given pursuant to such requirements, shall be inoperative if (i) the issuance of the shares upon the exercise or acquisition of stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act, or (ii) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the stock.

(f) To the extent provided by the terms of a Stock Award Agreement, the person to whom a Stock Award is granted may satisfy any federal, state or local tax withholding obligation relating to the exercise or acquisition of stock under a Stock Award by any of the following means or by a combination of

such

means: (1) tendering a cash payment; (2) authorizing the Company to withhold

shares from the shares of the Common Stock otherwise issuable to the participant

as a result of the exercise or acquisition of stock under the Stock Award; or

(3) delivering to the Company owned and unencumbered shares of the Common Stock

of the Company. Notwithstanding the foregoing, the Company shall not be authorized to withhold shares of Common Stock at rates in excess of the maximum

statutory withholding rates for federal and state tax purposes, including

payroll taxes.

11. ADJUSTMENTS UPON CHANGES IN STOCK.

(a) If any change is made in the stock subject to the Plan, or subject

to any Stock Award, without the receipt of consideration by the Company (through

merger, consolidation, reorganization, recapitalization, reincorporation, stock

dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other transaction not involving the receipt of consideration by the

Company), the Plan will be appropriately adjusted in the class(es) and maximum

number of shares subject to the Plan and the maximum number of shares subject to

award to any person during any calendar year, and the outstanding Stock Awards

will be appropriately adjusted in the class(es) and number of shares and price

per share of stock subject to such outstanding Stock Awards. Such adjustments

shall be made by the Board or Committee, the determination of which shall be

final, binding and conclusive. (The conversion of any convertible securities of

the Company shall not be treated as a "transaction not involving the receipt of

consideration by the Company.")

(b) In the event of a Change in Control, (i) any surviving or acquiring

corporation shall assume Stock Awards outstanding under the Plan or shall

substitute similar Stock Awards for those outstanding under the Plan, or (ii) in

the event any surviving or acquiring corporation refuses to assume such Stock

Awards or to substitute similar Stock Awards for those outstanding under the

Plan, (A) with respect to Stock Awards held by persons then performing

services
as Employees, Directors or Consultants, the vesting of such Stock Awards
and the
time during which such Stock Awards may be exercised shall be
accelerated prior
to such event and the Stock Awards terminated if not exercised after
such
acceleration and at or prior to such event, and (B) with respect to any
other
Stock Awards outstanding under the Plan, such Stock Awards shall be
terminated
if not exercised prior to such event.

11.

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In addition, subject to the limitation set forth in subsection
11(c)
below, with respect to any person who was providing services as an
Employee,
Director or Consultant immediately prior to the consummation of the
Change in
Control, any Stock Awards held by such persons shall immediately become
fully
vested and exercisable, and any repurchase right by the Company with
respect to
shares acquired by such person under a Stock Award shall lapse, if such
person's
Continuous Status as an Employee, Director or Consultant is terminated
other
than for Cause within twelve (12) months following consummation of the
Change in
Control.

For purposes of the Plan, "Cause" shall mean willful conduct
that is
materially injurious to the business of the person's employer, whether
financial
or otherwise.

For purposes of this Plan, "Change in Control" means: (1) a
dissolution,
liquidation, or sale of all or substantially all of the assets of the
Company;
(2) a merger or consolidation in which the Company is not the surviving
corporation; (3) a reverse merger in which the Company is the surviving
corporation but the shares of the Company's common shares outstanding
immediately preceding the merger are converted by virtue of the merger
into
other property, whether in the form of securities, cash or otherwise; or
(4) the
acquisition by any person, entity or group within the meaning of Section
13(d)
or 14(d) of the Exchange Act, or any comparable successor provisions
(excluding

any employee benefit plan, or related trust, sponsored or maintained by the Company or any Affiliate of the Company) of the beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act, or comparable successor rule) of securities of the Company representing at least fifty percent (50%) of the combined voting power entitled to vote in the election of directors.

(c) If any acceleration of the vesting of a Stock Award or lapse of a repurchase right to which such Stock Award is subject or any other payment or benefit the holder of such Stock Award would receive pursuant to a Change in Control from the Company or otherwise ("Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be reduced to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Stock Award holder's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order unless the Stock Award holder elects in writing a different order (provided, however, that such election shall be subject to Company approval if made on or after the effective date of the Change in Control): reduction of cash payments; cancellation of accelerated vesting of stock awards or lapse of repurchase rights; reduction of employee benefits. In the event that acceleration of vesting of stock award or lapse of repurchase right compensation is to be reduced, such acceleration shall be cancelled in the reverse order of

the date
of grant of the stock awards unless the Stock Award holder elect in
writing a
different order for cancellation.

12.

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The accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change in Control shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and the Stock Award holder within fifteen (15) calendar days after the date on which the Stock Award holder's right to a Payment is triggered (if requested at that time by the Company or the Stock Award holder) or such other time as requested by the Company or the Stock Award holder. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Company and the Stock Award holder with an opinion reasonably acceptable to the Stock Award holder that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and the Stock Award holder.

12. AMENDMENT OF THE PLAN AND STOCK AWARDS.

(a) The Board at any time, and from time to time, may amend the Plan. However, except as provided in Section 11 relating to adjustments upon changes

in stock, no amendment shall be effective unless approved by the stockholders of the Company to the extent stockholder approval is necessary for the Plan to satisfy the requirements of Section 422 of the Code, Rule 16b-3 or any Nasdaq or securities exchange listing requirements.

(b) The Board may in its sole discretion submit any other amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of Section 162(m) of the Code and the regulations thereunder regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation paid to certain executive officers.

(c) It is expressly contemplated that the Board may amend the Plan in any respect the Board deems necessary or advisable to provide eligible Employees, Directors or Consultants with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to Incentive Stock Options and/or to bring the Plan and/or Incentive Stock Options granted under it into compliance therewith.

(d) Rights and obligations under any Stock Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless

(i) the Company requests the consent of the person to whom the Stock Award was granted and (ii) such person consents in writing.

(e) The Board at any time, and from time to time, may amend the terms of any one or more Stock Award; provided, however, that the rights and obligations under any Stock Award

13.

<PAGE> 14

shall not be impaired by any such amendment unless (i) the Company requests the consent of the person to whom the Stock Award was granted and (ii) such person consents in writing.

13. TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Board may suspend or terminate the Plan at any time.

Unless
sooner terminated, the Plan shall terminate ten (10) years from the date
the
Plan is adopted by the Board or approved by the stockholders of the
Company,
whichever is earlier. No Stock Awards may be granted under the Plan
while the
Plan is suspended or after it is terminated.

(b) Rights and obligations under any Stock Award granted while
the Plan
is in effect shall not be impaired by suspension or termination of the
Plan,
except with the consent of the person to whom the Stock Award was
granted.

14. EFFECTIVE DATE OF PLAN.

This Plan shall become effective on the date of adoption by the
Board,
but no Stock Awards granted under the Plan shall be exercised unless and
until
the Plan has been approved by the stockholders of the Company, which
approval
shall be within twelve (12) months before or after the date the Plan is
adopted
by the Board.

14.

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EXHIBIT 12.1

DEFICIENCY OF EARNINGS TO FIXED CHARGES

Our earnings were insufficient to cover our fixed charges during
each of
the periods described below. For the purpose of these calculations,
"earnings"
consist of income before taxes, plus fixed charges, and "fixed charges"
consist
of interest expense incurred, preferred dividends, and the portion of
rental
expense deemed by us to be representative of the interest factor of
rental
payments under leases.

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(IN THOUSANDS)

YEAR ENDED DECEMBER 31,

			1999	1998
1997	1996	1995		
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Deficiency of earnings to fixed charges.....			\$(104,526)	\$
(84,164)	\$ (59,328)	\$ (39,345)	\$ (23,521)	

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EXHIBIT 18.1

Metricom, Inc.
980 University Avenue
Los Gatos, California 95030

March 6, 2000

Gentlemen/Ladies:

Re: Form 10-K Report for the year ended December 31, 1999

This letter is written to meet the requirements of Regulation S-K calling for a letter from a registrant's independent accountants whenever there has been a change in accounting principle or practice.

As of January 1, 1999, the Company changed its capitalization policy for network equipment. In the first generation Ricochet network, costs incurred for site acquisition and radio frequency engineering, were expensed as incurred due to

the network's early stage of development. According to the management of the Company, this change was made because site acquisition and radio frequency engineering costs are integral steps in the design and construction of the high-speed network and the high-speed network currently being deployed is past the early stages of development and therefore, these costs are now being capitalized.

A complete coordinated set of financial and reporting standards for determining the preferability of accounting principles among acceptable alternative principles has not been established by the accounting profession. Thus, we cannot make an objective determination of whether the change in accounting described in the preceding paragraph is to a preferable method. However, we have reviewed the pertinent factors, including those related to financial reporting, in this particular case on a subjective basis, and our opinion stated below is based on our determination made in this manner.

We are of the opinion that the Company's change in method of accounting is to an acceptable alternative method of accounting, which, based upon the reasons stated for the change and our discussions with you, is also preferable under the circumstances in this particular case. In arriving at this opinion, we have relied on the business judgment and business planning of your management.

Very truly yours,

/S/ ARTHUR ANDERSEN LLP

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EXHIBIT 21.1

SUBSIDIARIES OF METRICOM, INC.*

Metricom Finance, Inc.
Metricom Investments DC, Inc.
Metricom DC L.L.C.
Metricom N.Y., L.L.C.

*Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of other subsidiaries of Metricom, Inc. are omitted because they would not constitute a significant subsidiary as of the end of the year covered by this report.

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EXHIBIT 23.1

METRICOM, INC.

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report included in this Form 10-K, into the Company's previously filed Registration Statements on Form S-8, File Nos. 33-47688, 33-63076, 33-63088, 33-81740, 33-91746, 33-95070, 333-09001, 333-09005, 333-18319, 333-32211, 333-62557, 333-32718 and 333-32728 and on Form S-3, File Nos. 33-78286, 333-15169, 333-91359 and 333-95669.

/s/ ARTHUR ANDERSEN LLP

San Jose, California

March 23, 2000

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546,647

26,812

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573,329

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25

(54,225)

546,647

8,437

18,525

6,014

27,333

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